

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22 CVS _____

2022 AUG -3 P 2:38

ATLANTIC TOWERS ASSN, INC. NEW HANOVER COUNTY, C.S.C.

Plaintiff,

BY _____

vs.

WESTERN WORLD INSURANCE
COMPANY

Defendant

EXHIBIT

A

COMPLAINT
[JURY TRIAL DEMANDED]

COPY

NOW COMES, the Plaintiff, Atlantic Towers Assn., Inc. ("Plaintiff"), complaining of
Defendant Western World Insurance Company ("Defendant"), and says and alleges,:

COMPLAINT

Now comes Plaintiff, complaining of Defendant, and says and alleges:

1. Plaintiff is a North Carolina non-profit corporation made up of owners of each condominium unit located at 1615 South Lake Park Blvd., Carolina Beach, NC 28428, commonly known as Atlantic Towers.
2. Atlantic Towers is an eleven story building fronting the Atlantic Ocean.
3. Defendant is an insurance company that agreed to provide certain insurance coverage to Plaintiff pursuant to a written policy of insurance effective July 27, 2020 through July 26, 2021 ("the Policy").
4. Hurricane Isiais made landfall near Ocean Isle Beach, to the south of Carolina Beach, around 11:00 pm on August 3, 2020, as a category 1 hurricane.

A TRUE COPY
CLERK OF SUPERIOR COURT
NEW HANOVER COUNTY
BY: *Lindsi M. Hunter*
Deputy Clerk of Superior Court

5. The closest wind station, monitored by the National Weather Service, measured the peak wind gust at ninety-nine (99) miles per hour.
6. Following Hurricane Isiais, Plaintiff had Atlantic Towers inspected for damage and discovered damage to Atlantic Towers' roof.
7. Plaintiff had the roof inspected by two different roofing companies and by a licensed professional engineer.
8. Plaintiff was informed that the roof was damaged by high winds associated with Hurricane Isiais, which led to blistering of the roof, opening the roof to water intrusion.
9. As a result of Plaintiff's information and belief, Plaintiff made a claim to Defendant, pursuant to the terms and conditions of the Policy, for the coverage of damage caused to Atlantic Towers' roof ("Plaintiff's Claim").
10. Defendant ultimately rejected Plaintiff's Claim, concluding that Atlantic Towers' roof was not damaged by Hurricane Isiais.
11. Defendant has acknowledged that, if the Atlantic Towers roof was damaged by Hurricane Isiais, such damage would be covered by the Policy, subject to applicable deductible and Plaintiff's compliance with the terms and conditions of the Policy.
12. The factual dispute between Plaintiff and Defendant is whether or not Hurricane Isiais actually caused covered damages to the Atlantic Towers' roof.
13. Plaintiff is informed and believes that Hurricane Isiais caused significant damage to Atlantic Towers' roof, necessitating its complete replacement.
14. Plaintiff has replaced the Atlantic Towers' roof because of damage caused by Hurricane Isiais.
15. Plaintiff has complied with its obligations under the terms of The Policy.

16. As a result of the foregoing actions, Plaintiff has been injured in an amount in excess of \$25,000.00, specific amounts to be shown at trial.

FIRST CLAIM FOR RELIEF
Breach of Contract

17. Plaintiff restates the foregoing allegations.
18. Plaintiff has abided by its obligations set out in the Policy.
19. Defendant has failed and refused to abide by its obligations under the Policy, as described above.
20. As a direct result of Defendant breach of the Policy, Plaintiff has been injured in an amount in excess of \$25,000.00, specific amounts to be shown at trial.

NOW THEREFORE, Plaintiff requests the Court enter judgment for Plaintiff, as follows:

1. For breach of contract in an amount in excess of \$25,000.00, with such specific amount to be shown at trial;
2. That Plaintiff be awarded its attorney's fees in accordance with North Carolina law;
3. For interest on the above in accordance with North Carolina law; and
4. For such other relief as the court deems just and proper.

This the 3rd day of August, 2022.

DAVIS HARTMAN WRIGHT, LLP



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